Rights of lessees of fishing.

24. ***Mr. Thomas Chandy Mukkadan :** Will the Government be pleased to state—

(*a*) whether they have received any complaints regarding the irregularities of the fish contractors of the Chungamachurry section; and;

(*b*) if so, whether any action has been taken in the matter ?

Dr. K. L. Moudgill : (*a*) Yes.

(*b*) No action was taken in the matter as the complaints related to trespass into private waters by fish contractors

Mr. Thomas Chandy Mukkadan : പ്രൈവറ്റ് വാട്ടേഴ്സിൽ പ്രവേശിക്കുന്നതിനെ സംബന്ധിച്ച് പരാതികൾ വന്നിരിക്കുന്നതു കൊണ്ട് ആക്ഷൻ ഒന്നും എടുത്തിട്ടില്ല എന്നു പറഞ്ഞിരിക്കുന്നതു കൊണ്ട് പ്രൈവറ്റ് വാട്ടേഴ്സിൽ പ്രവേശിക്കുന്നതു് നീതിയാണെന്നു ഗവൺമെന്റ് അർത്ഥമാക്കുന്നുണ്ടോ ?

Dr. K. L. Moudgill : It is a matter for the owners of private waters to take action, if anything wrong is done on their properties.

Mr. Thomas Chandy Mukkadan : പ്രൈവറ്റ് വാട്ടേഴ്സിൽ ജോലി ചെയ്യുന്ന ആളുകളെ തടയുന്നതിന് അവകാശം കൊടുത്തിട്ടുണ്ടോ ?

Dr. K. L. Moudgill : Certainly not, Sir.

Mr. Kochikal P. Balakrishnan Tampi : Sir, in view of the want of demarcation between private and poramboke waters, is it not one of the conditions of the lease that the lessee should not give room for any complaint from private land owners?

Dr. K. L. Moudgill . I am not sure, Sir, whether that is one of the express conditions of the lease in this case or not.

Mr. Kochikal P. Balakrishnan Tampi. Will the Government be pleased to see that hereafter at least it is made one of the conditions of the lease that no lessee should give room for complaint on this score?

Dr. K. L. Moudgill : I do not think that there is any necessity for stressing the obvious. To emphasise it in the lease would be superfluous and unnecessary.

Mr. Kochikal P. Balakrishnan Tampi : Was the thing so obvious to the present gentleman who is in charge of the Fisheries Department when he began answering the question?

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Dr. K. L. Moudgill: I was asked a specific question as to whether it was one of the conditions in a particular lease and I answered that I was not sure. To the question as to whether this condition would be imposed hereafter, I would say that I consider it unnecessary.

Mr. James Fletcher: Sir, in view of the fact that this House has brought to the notice of Government that there are complaints against Government contractors that they are entering into private waters, may I know whether at least a clause will be introduced in the future contracts that they would not enter into private waters if they take a contract of public waters?

Dr. K. L. Moudgill: I have already answered that question, Sir.

Mr. V. Sankara Menon (*Trivandrum and Nedumangad cum Chirayinkil*): Is there anything to prevent the owners of private waters from taking appropriate remedy against the Government contractors if they enter into their waters?

Dr. K. L. Moudgill: There is absolutely nothing preventing them from seeking such a remedy.

The Mascot Hotel.

25. ***Mr. James Fletcher:** Will the Government be pleased to state:

(*a*) the total capital investment the Government have made for the construction and running of the Mascot Hotel, Trivandrum;

(*b*) the number of years the Hotel was run under Government management;

(*c*) the profit or loss incurred by the Government in each of such years;

(*d*) the terms under which the Hotel is handed over to the Spencer and Co., Ltd., and

(*e*) the interest on the capital outlay Government will get per year from the Spencer and Co., Ltd.?

Rajyasevapravina G. Parameswaran Pillai (*Chief Secretary to Government*):

(*a*) Rs. 1,13,500.

(*b*) 8 years.

(*c*) A statement* showing the receipts and expenditure for the years 1111 to 1116 is attached.

(*d*) and (*e*) On lease for a period of two years from 13-10-1941 subject to determination by giving six months' previous notice by either of the parties, the lessee yielding and paying to Government a rent equal to 5 per cent of the annual turnover of the Hotel

**Vide* Appendix page 114.

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